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Deckers Outdoor Corporation*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DECKERS OUTDOOR  
CORPORATION, a Delaware  
Corporation,

Plaintiff,

v.

GOLDEN ASIA FOOTWEAR INC., a  
California Corporation; and  
GUOCHANG JIANG, an individual, and  
DOES 1-10, inclusive,

Defendants.

CASE NO. 2:15-cv-00750-R (Ex)

**ORDER RE CONSENT JUDGMENT  
INCLUDING PERMANENT  
INJUNCTION AND VOLUNTARY  
DISMISSAL OF ACTION WITH  
PREJUDICE**

**WHEREAS Deckers Outdoor Corporation** has filed a Complaint in this action charging **Defendants Golden Asia Footwear Inc. and Guochang Jiang** (collectively “Defendants”) with Trade Dress Infringement, False Designations of Origin, Unfair Competition, and Patent Infringement arising from Defendants’ manufacture, distribution, promotion, advertisement, offering for sale, and/or sale of footwear, the designs of which Deckers has alleged infringe upon its Bailey Button Boot Trade Dress (defined below) and Bailey Button Design Patents (defined below), which are identified by Style Names “**8903**” and “**9903**” (hereinafter “Disputed Products”) and shown below:



**WHEREAS**, Deckers is the owner of the following design patents issued by the United States Patent and Trademark Office: U.S. Patent Nos. D599,999 for the “Bailey Button Single” boot (registered on September 15, 2009) and D616,189 for the “Bailey Button Triplet” boot (registered on May 25, 2010) (hereinafter “Bailey Button Design Patents”); and

**WHEREAS**, Deckers is the owner of the “Bailey Button Trade Dress,” which is characterized by a combination of the following non-functional elements: (a) classic suede boot styling made famous by the UGG brand; (b) overlapping of front and rear panels on the lateral side of the boot shaft; (c) curved top edges on the overlapping panels; (d) exposed fleece-type lining edging the overlapping panels and top of the boot shaft; and (e) one or more buttons (depending on the height of the boot) prominently featured on the lateral side of the boot shaft adjacent the overlapping panels, and which characterization is accompanied by the following images:



**WHEREAS**, the parties hereto desiring to fully settle all of the claims in this action among the parties to this Final Judgment; and

1           **WHEREAS**, the parties hereto desiring to fully settle all of the claims in this  
2 action among the parties to this Final Judgment; and

3           **WHEREAS**, the parties herein have simultaneously entered into a Confidential  
4 Settlement Agreement and Mutual Release,

5           **WHEREAS**, Defendants have agreed to consent to the below terms of a  
6 permanent injunction, **IT IS HEREBY ORDERED** that:

7           1.     This Court has jurisdiction over the parties to this Final Consent Judgment  
8 and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

9           2.     Defendants and their agents, servants, employees and all persons in active  
10 concert and participation with it who receive actual notice of this Final Consent  
11 Judgment are hereby permanently restrained and enjoined from infringing upon  
12 Plaintiff's Bailey Button Boot Trade Dress and/or Bailey Button Design Patents either  
13 directly or contributorily in any manner, including:

14                   (a)     Manufacturing, purchasing, producing, distributing, circulating,  
15 selling, offering for sale, importing, exporting, advertising, promoting, displaying,  
16 shipping, marketing and/or incorporating in advertising or marketing the Accused  
17 Products and/or any other products which infringe upon the Bailey Button Boot Trade  
18 Dress and/or Bailey Button Design Patents;

19                   (b)     In any future proceedings between the parties, challenging the  
20 validity, enforceability, or Deckers' ownership of the Bailey Button Boot Trade Dress  
21 and/or Bailey Button Design Patents, provided that notwithstanding the foregoing  
22 Defendant reserves all other arguments and positions that may be available to them  
23 should they be required to defend any design patent and/or trade dress infringement  
24 claims by Deckers;

25                   (c)     Knowingly assisting, aiding or attempting to assist or aid any other  
26 person or entity in performing any of the prohibited activities referred to in Paragraphs  
27 2(a) to 2(c) above.  
28

1           3. Deckers and Defendants shall bear their own costs and attorneys' fees  
2 associated with this action.

3           4. The execution of this Final Consent Judgment shall serve to bind and  
4 obligate the parties hereto. However, dismissal with prejudice of this action shall not  
5 have preclusive effect on those who are not a party to this action or who are not  
6 specifically released in the parties' written settlement agreement, all claims against  
7 whom Plaintiff expressly reserves.

8           5. The jurisdiction of this Court is retained for the purpose of making any  
9 further orders necessary or proper for the construction or modification of this Final  
10 Consent Judgment, the enforcement thereof and the punishment of any violations  
11 thereof. Except as otherwise provided herein, this action is fully resolved with  
12 prejudice.

13  
14 **IT IS SO ORDERED.**

15  
16 DATED: March 25, 2015



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Hon. Manuel L. Real  
**United States District Judge**